| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | 1. Contract l | | Page 1 Of 4 | |
|---|-----------------------------|--|---|---|------------------------------|--|
| 2. Amendment/Modification No. | 3. Effective Date | 4. Requisition/Purchase Req | | 5. Project No. (| If applicable) | |
| P00002 | 2003NOV18 | SEE SCHEDULE | | | | |
| 6. Issued By | Code W56HZV | 7. Administered By (If other t | han Item 6) | | Code S2305A | |
| TACOM WARREN BLDG 231 | | DCMA DETROIT | | | | |
| AMSTA-AQ-ABGB ROBERT BEARDSLEE (586)574-8071 | | U.S. ARMY TANK & AUT (TACOM) | OMOTIVE COMM | IAND | | |
| WARREN, MICHIGAN 48397-5000 | | ATTN: DCMAE-GJD | | | | |
| HTTP://CONTRACTING.TACOM.ARMY.MIL | | WARREN, MI 48397-50 | 00 | | | |
| EMAIL: BEARDSLR@TACOM.ARMY.MIL | | SCD C | PAS NONE | ADP P | Т HQ0337 | |
| 8. Name And Address Of Contractor (No., Stre | et, City, County, State and | l Zip Code) | 9A. Amendme | nt Of Solicitation | No. | |
| REALTIME TECHNOLOGIES, INC. | | | | | | |
| 1517 N. MAIN STREET ROYAL OAK, MI. 48067-1319 | | | 9B. Dated (See | Item 11) | | |
| KOTAL OAK, MI. 4000/ 1319 | | | 104 34 126 | 4° Of G 4 41 | O. L. N. | |
| | | X | 10A. Modifica | tion Of Contract/ | Order No. | |
| TYPE BUSINESS: Other Small Business | Derforming in H S | \ <u></u> | DAAE07-02-C- | | | |
| | refronking in 0.5. | | 10B. Dated (Se 2002JUN03 | ee Item 13) | | |
| | HIC ITEM ONLY ADDIT | ES TO AMENDMENTS OF SO | | TC . | | |
| | | | | | | |
| The above numbered solicitation is amend is extended. | ed as set forth in item 14. | The hour and date specified to | r receipt of Of | iers | | |
| is extended, is not extended. Offers must acknowledge receipt of this ame | ndment prior to the hour | and date specified in the solicita | ition or as ame | ended by one of th | e following methods: | |
| (a) By completing items 8 and 15, and return | ing copies | of the amendments: (b) By ackn | owledging rece | eipt of this ame nd | lment on each copy of the | |
| offer submitted; or (c) By separate letter or the ACKNOWLEDGMENT TO BE RECEIVED | 0 | | | | | |
| SPECIFIED MAY RESULT IN REJECTIO | N OF YOUR OFFER. If | by virtue of this amendment you | ı desire to chai | nge an offer alrea | dy submitted, such | |
| change may be made by telegram or letter, p opening hour and date specified. | rovided each telegram or | letter makes reference to the so | licitation and t | his amendment, a | and is received prior to the | |
| 12. Accounting And Appropriation Data (If required no Change to Obligation Data | uired) | | | | | |
| NO CHANGE TO OBLIGATION DATA | | | | | | |
| | | O MODIFICATIONS OF CON | | DERS | | |
| KIND MOD CODE: G | | act/Order No. As Described In I | | G AT ALL | | |
| A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A. The Changes Set Forth In Item 14 Are Made In | | | | | | |
| B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b). | | | | | | |
| X C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: FAR 43.103(a)(3), Mutual Agreement | | | | | | |
| D. Other (Specify type of modification a | nd authority) | | | | | |
| E. IMPORTANT: Contractor is not, | X is required to sign | n this document and return | | copies to the Issui | ng Office. | |
| 14. Description Of Amendment/Modification (C | <u> </u> | | | - | <u> </u> | |
| SEE SECOND PAGE FOR DESCRIPTION | | | | | | |
| SEE SECOND PAGE FOR DESCRIPTION | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Except as provided herein, all terms and condit | ions of the document refe | renced in item 9A or 10A, as he | retofore chang | ed, remains unch | anged and in full force | |
| and effect. 15A. Name And Title Of Signer (Type or print) 16A. Name An | | | nd Title Of Contracting Officer (Type or print) | | | |
| 3 · (Vr · · P) | | WYMAN E. YOUNG II | | | - ' | |
| 15B. Contractor/Offeror | 15C. Date Signed | YOUNGE@TACOM. ARMY. 16B. United States Of A | | ±-8093 | 16C. Date Signed | |
| | , st = ste signed | | | | | |
| (Signature of person authorized to sign) | - | By(Signature of | /SIGNED/ | Officer) | 2003NOV18 | |
| (Digitation of person authorized to sign) | | (Digitature of | Contracting (| ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | 1 | |

| CONTINUATION SHEET | Reference No. of Docume | | | |
|--------------------|----------------------------|--|--|--|
| | PIIN/SIIN DAAE07-02-C-L002 | | | |

Reference No. of Document Being Continued

MOD/AMD P00002

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Name of Offeror or Contractor: REALTIME TECHNOLOGIES, INC.

SECTION A - SUPPLEMENTAL INFORMATION

- 1. Bilateral Modification P00002 changes Contract DAAE07-02-C-L002 by adding Section H.20, to allow the Contractor to use the motion base driving simulator at the Interservice/Industry Training, Simulation, and Education Conference 2003 (I/ITSEC '03), from 1 Dec 03 through 5 Dec 03.
- 2. Section H has been revised to reflect this change. The revised page is attached.
- 3. Except for the changes resulting from this Modification, all other Contract terms and conditions, as previously modificed, remain unchanged.

*** END OF NARRATIVE A 003 ***

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN DAAE07-02-C-L002

MOD/AMD P00002

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Name of Offeror or Contractor: REALTIME TECHNOLOGIES, INC.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.15 GOVERNMENT-FURNISHED PROPERTY (GFP)

H.15.1 The Government will provide the Contractor with an integrated driving simulator (i.e., the simulator and related hardware and software delivered to the Government in Phase I), in a condition suitable for use in performing the Contract Statement of Work (SOW). The integrated driving simulator will be available two (2) weeks after Contract award, at the U.S. Army Tank-automotive and Armaments Command (TACOM), in a location to be specified by the Contracting Officer's Representative (COR). The Contractor is responsible for getting the integrated driving simulator from that location. The Contractor may contact the COR (Mr. Brian Brumm), at TACOM, Warren, MI, by telephone at (586) 573-2570, or by e-mail at BrummB@tacom.army.mil, to coordinate the details of obtaining the integrated driving simulator. Upon Contract completion, the Contractor shall promptly return the GFP to the Government, at a location to be determined.

H.15.2 The Government will also provide the Contractor with access to TACOM's Ride Motion Simulator for use in performing the Contract SOW. The Ride Motion Simulator will be available starting twelve (12) months after Contract award. The Contractor shall coordinate use of the Ride Motion Simulator with the COR. Permission to use the Ride Motion Simulator is on a non-interference basis.

H.16 GOVERNMENT-FURNISHED INFORMATION (GFI)

The Government (i.e., COR) will provide the Contractor with vehicle specifications within six (6) months after contract award, for the Contractor to use in demonstrating that the integrated driving simulator system (hardware and software) can meet the Section C requirements. The Contractor shall return the specifications to the COR, in the same condition as provided, by twenty-four (24) months after contract award.

H.17 CONTRACTOR CLEARANCE

Dr. Richard Romano, the Contractor's Principal Investigator, has a Contractor badge, and may enter TACOM during the Contract performance period. Dr. Romano has completed the Electronic Personnel Security Questionnaire (EPSQ), and a FD 258 (FBI Fingerprint Card), and has clearance to work on the unclassified, motion-based technologies, computing resources at TACOM necessary for Contract performance. Should it be necessary for other Contractor personnel to work on site, the Contractor shall coordinate the completion of the ESPQ and the FD 258 for those person(s) with the TACOM COR.

H.18 SAFETY AND SECURITY

The Contractor shall comply with Government safety and security regulations at all times while performing this Contract at TACOM. The COR will be available at TACOM to help ensure the Contractor complies with safety and security regulations, and to coordinate the relocation of Government property, if any.

H.19 NONDISCLOSURE OF SENSITIVE, PROPRIETARY, AND/OR SOURCE SELECTION INFORMATION

The Contractor recognizes that in performing this Contract it may have access to certain sensitive, proprietary, and/or source selection information. The Contractor agrees to use and examine this information exclusively for the performance of this Contract, to make no copies of, and permit no outside access to, such information during Contract performance, and to take the necessary steps, in accordance with Government regulations, to prevent disclosure of such information to any unauthorized party inside or outside the Government. Further, the Contractor agrees to access only the unclassified, motion-based technologies, computing resources at TACOM, necessary for Contract performance. Contractor personnel shall not engage in any other action, venture, or employment wherein sensitive, proprietary, and/or source selection information accessed while performing this Contract will be used for the profit of any party. The Nondisclosure Agreement for Contractor Employees, as shown below, shall be signed by Contractor personnel scheduled to work on this Contract, and forwarded to the TACOM Contract Specialist prior to work commencing.

DEPARTMENT OF THE ARMY NONDISCLOSURE AGREEMENT FOR CONTRACTOR EMPLOYEES

CONTRACT DAAE07-02-C-L002

| I, | as | an employee | of Realtime | Technologies | s, Inc.(RTI), | a Contracto | r acting unde | r TACOM Phase II | Small Busines | SS |
|---------------|----------------|--------------|--------------|---------------|---------------|-------------|---------------|------------------|---------------|--------|
| Innovation Re | esearch (SBIR) | Contract DA | AE07-02-C-L0 | 02, agree not | to disclose | to any part | y any sensiti | ve, proprietary, | or source sel | lectio |
| information c | contained in o | r accessible | through thi | s project. | | | | | | |

I understand that information I may be aware of, or possess, as a result of my assignment under this contract may be considered sensitive or proprietary. Federal Acquisition Regulation (FAR) Section 3.104-5(b) describes Contractor responsibility for proper use and protection from unauthorized disclosure of sensitive, proprietary, and source selection information. Pursuant to FAR 3.104-5, I agree not to appropriate such information for my own use, or to release it to or discuss it with third parties unless specifically authorized in writing, in advance, by the Contracting Officer to do so.

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN DAAE07-02-C-L002

MOD/AMD P00002

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Name of Offeror or Contractor: REALTIME TECHNOLOGIES, INC.

This agreement shall continue for a term of five (5) years from the date upon which I last have access to such information. Upon expiration of this agreement, I have a continuing obligation not to discuss sensitive, proprietary, or source selection information with any person or legal entity unless that person or legal entity is authorized by the Contracting Officer to receive such information. I understand violations of this agreement are subject to administrative, civil, and criminal sanctions.

THIS STATEMENT CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITIED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRADULANT STATEMENT MAY RENDER THE MAKER SUBJECT TO PROSECTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

| (Signature of Contractor Employee) | Date |
|------------------------------------|--------------------------|
| | |
| | |
| (Contractor) | (Employee Telephone No.) |

Source Selection Sensitive and/or Proprietary Information. This Contract does not give the Contractor authority to participate in meetings where source selection sensitive and/or proprietary information is discussed, or to otherwise have access to such information. Signing a non-disclosure statement also does not provide such authorization and is not sufficient. Before any non-Government employee can be given access to such information, there must be a written agreement between the recipient contractor and the owner of the proprietary information; a copy of this agreement must be made a part of the contract file. Because of the potential for civial and for criminal liability, the following safeguard must be followed:

No one other than Government employees with a need to be involved should attend such meetings or have access to documentation related to such session unless prior approval has been obtained from the Source Selection Authority in consort with the Procuring Contracting Officer and Legal Advisor.

Remedy for Breach. The Contractor agrees that any breach or violation of the certifications or restrictions of this clause shall constitute a material and substantial breach of the terms, conditions, and provisions of the contract, and that the Government may, in addition to any other remedy available, terminate this contract for default in accordance with the provisions of FAR 52.249-6 (Termination - Cost Reimbursement). Nothing in this clause or contract shall be construed to mean that the Government shall be liable to the owners of proprietary information in any way for the unauthorized release or use of proprietary information by this Contractor or its SubContractors.

H.20 USE OF MOTION BASE DRIVING SIMULATOR AT INTERSERVICE/INDUSTRY TRAINING, SIMULATION, AND EDUCATION CONFERENCE 2003 (I/ITEC '03)

The Contractor may use the motion base driving simulator at the I/ITEC '03 conference, at the Orange County

Convention Center, in Orlando, FL, from 1 Dec 03 through 5 Dec 03. The Contractor will set up and operate the motion base *

for conference attendees to simulate driving under off-road conditions. The Contractor is responsible for packaging *

and shipping the motion base driving simulator from Realtime Technologies's facility in Royal Oak, MI, to the conference *

and back again. The Contractor is also responsible for setting up, tearing down, and demonstrating the motion base *

driving simulator at the conference. The Contractor shall maintain and return the motion base driving simulator within *

one week after the conference, in as good condition as when taken, fair wear and tear excepted. The Contractor agrees *

to pay all of the costs and to assume all of the liability related to this action. including loss or destruction of, or *

damage to, the Government property provided under this agreement, or expenses incidental to such loss, destruction, or *

damage. In addition, the Contractor is responsible for all claims for injury to persons or damage to property of the *

Contractor or others arising from the Contractor's possession or use of the Government property. This action shall not *

interfere with the Contractor's performance of Contract DAAEO7-02-C-L002.

* Added by Modification P00002